

NOTE: CHANGES MADE BY
THE COURT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ESTATE OF RAUL DANIEL
CASTILLO RAZO and SOCORRO
RAZO,

Plaintiffs,

VS.

CITY OF LOS ANGELES a
municipality; CHIEF CHARLIE BECK,
an individual; and DOES 1 through 10,
inclusive,

Defendants

CASE NO.: CV 11-03471-VBF (PLAx)

PROTECTIVE ORDER

THE PARTIES HAVING STIPULATED TO THE FOLLOWING, this Court
hereby orders as follows:

1. The parties may designate as confidential the following:

[A] Any and all completed portions of LAPD Force Investigation Division's Report No. F029-09;

[B] All compelled statements, whether written or recorded, of all involved police officers, city employees, and civilian witnesses;

[C] Any and all photographs, audio or digital video recordings of any evidence related to the underlying event in this case which were taken by

or at the discretion of any employee of the City of Los Angeles; all of which Defendants believe might contain information of a privileged, confidential, private or sensitive nature, by affixing to such document or writing a legend, such as “Confidential.” “Confidential Documents,” “Confidential Material,” “Subject to Protective Order” or words of similar effect. This category of documents and writings so designated, and all information derived therefrom (hereinafter, collectively, “Confidential Information”), shall be treated in accordance with the terms of this stipulation.

2. Confidential Information may be used by the persons receiving such information only for the purpose of this litigation.

3. Subject to the further conditions imposed by this stipulation, Confidential Information may be disclosed only to the following persons:

(a) Counsel for the parties and to experts, investigators, paralegal assistants, office clerks, secretaries and other such personnel working under their supervision;

(b) Such other parties as may be agreed by written stipulation among the parties hereto.

4. Prior to the disclosure of any Confidential Information to any person described in paragraph 3(a) or 3(b), counsel for the party that has received and seeks to use or disclose such Confidential Information shall first provide any such person with a copy of this stipulation, and shall cause him or her to execute, on a second copy which counsel shall thereafter serve on the other party the following acknowledgment:

“I understand that I am being given access to Confidential Information pursuant to the foregoing stipulation and order.

I have read the Order and agree to be bound by its terms with respect to the handling, use and disclosure of such

Confidential Information.

Dated: _____ /s/ _____ "

5. Upon the final termination of this litigation, including any appeal

1 pertaining thereto, all Confidential Information and all copies thereof shall be returned to the
2 Defendants, except as to Court personnel. All Confidential Information disclosed to any
3 person or party pursuant to any provision hereof also shall be returned to the Defendants.

4 6. If any party who receives Confidential Information receives a subpoena
5 or other request seeking Confidential Information, he, she or it shall immediately give
6 written notice to the Defendants' counsel, identifying the Confidential Information sought
7 and the time in which production or other disclosure is required, and shall object to the
8 request or subpoena on the grounds of this stipulation so as to afford the Defendants an
9 opportunity to obtain an order barring production or other disclosure, or to otherwise respond
10 to the subpoena or other request for production or disclosure of Confidential Material. Other
11 than objecting on the grounds of this stipulation, no party shall be obligated to seek an order
12 barring production of Confidential Information, which obligation shall be borne by the
13 Defendants. However, in no event should production or disclosure be made without written
14 notice to Defendants' counsel unless required by court order after serving written notice to
15 defendants' counsel.

16 7. Any pleadings, motions, briefs, declarations, stipulations, exhibits or
17 other written submissions to the Court in this litigation which contain, reflect, incorporate
18 or refer to Confidential Information shall be filed and maintained under seal, after written
19 application to the Court made. If the Court approves the application to file the documents
20 under seal, the original and judge's copy of the document shall be sealed in separate
21 envelopes with a title page affixed to the outside of each envelope. Sealed or confidential
22 records of the Court maintained by the Clerk shall be disclosed only upon written order of
23 the Court, **or in accordance with court rules and procedures.**

24 8. Counsel for the parties hereto agree to request that any motions,
25 applications or other pre-trial proceedings which could entail the discussion or disclosure of
26 Confidential Information be heard by the Court outside the presence of the jury, unless
27 having heard from counsel, the Court orders otherwise. Counsel for the parties further agree
28 to request that, during any portion of the trial of this action which could entail the discussion

1 or disclosure of Confidential Information, access to the courtroom be limited to parties, their
2 counsel and other designated representative, experts or consultants who agree to be bound
3 by this stipulation, and court personnel, unless having heard from counsel, the Court orders
4 otherwise.

5 9. Nothing herein shall prejudice any party's rights to object to the
6 introduction of any Confidential Information into evidence, on grounds including but not
7 limited to relevance and privilege.

8 10. Once a case proceeds to trial, all information designated confidential
9 becomes public unless good cause is shown to the District Judge prior to that time..

12 || IT IS SO ORDERED.

15 | DATED: January 24, 2012

**HONORABLE PAUL L. ABRAMS
UNITED STATES MAGISTRATE JUDGE**